

AN ORDINANCE of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 723.

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, such compensation for employees of the City of Fort Wayne, Indiana, represented by the International Brotherhood of Electrical Workers Local 723 has been arrived at pursuant to an agreement reached by and between the City and the International Brotherhood of Electrical Workers Local 723 in accordance with collective bargaining as authorized and envisioned by the City's salary ordinances (two copies of said agreement are on file in the Clerk's Office and available for public inspection); and

WHEREAS, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, the Common Council desires to express its approval of the agreement and the compensation package for the years 1993 and 1994; and

WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne, Indiana, represented by the International Brotherhood of Electrical Workers Local 723 for the years 1993 and 1994.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The 1993-1995 Agreement by the Between the International Brotherhood of Electrical Workers Local 723 and the City of Fort

PAGE 2

Wayne, two copies of which are on file in the Office of the City Clerk and available for public inspection, is hereby approved and ratified in all respects, including the compensation package for the years 1993 and 1994.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approvals by the Mayor.

Cletus R Edmonds
Council Member

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

DIGEST SHEET**TITLE**

OF ORDINANCE: Ordinance approving Agreement between The City of Fort Wayne and the International Brotherhood of Electrical Workers (Local 723 and Wage Schedules for 1993, 1994, and 1995)

DEPARTMENT REQUESTING ORDINANCE: Human Resources/Law Department (3-18-94)

SYNOPSIS OF ORDINANCE: Provides for wage rates as follows:

- | | | |
|------------------|---|---|
| Effective 1-1-93 | - | Wage rates shall remain as they were in 1992. |
| Effective 1-1-94 | - | Wage rates increase 7 percent above 1992 rates, per attached Schedule A. |
| Effective 1-1-95 | - | Wage rates increase 3.5 percent above 1994 rates, in addition, Labor Grades 9 and 8 shall be increased \$.20/hour, Labor Grades 7 shall be increased \$.10/hour, and Labor Grades 6 and 5 shall be increased \$.07/hour, per attached Schedule B. |

Paid Designated Holidays:

- | | |
|--------------------------|------------------------------|
| 1. New Year's Day | 6. Veteran's Day |
| 2. M. L. King's Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Friday after Thanksgiving |
| 4. Independence Day | 9. Christmas Eve Day |
| 5. Labor Day | 10. Christmas Day |

(For 1993 President's Day and Good Friday shall remain as a Holiday)

(For 1994 Only, President's Day shall remain as a Holiday)

Personal Days: During 1994 personal time shall be increased to 5 days personal time commencing with the completion of one (1) year of service. Employees with five (5) years or more of service shall receive six (6) personal days.

During 1995 and thereafter, personal time shall be increased to 6 days personal time commencing with the completion of (1) year of service and also during 1995 and thereafter, employees with five (5) years of service shall receive seven (7) personal days each year.

EFFECT OF PASSAGE: Wage and benefit increases as above bringing the IBEW Local 723 Union more in line with other bargaining units.

EFFECT OF NON-PASSAGE: Wage and benefit levels will remain at 1992 levels.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): = \$105,430.90

ASSIGNED TO COMMITTEE (PRESIDENT): _____

Read the first time in full and on motion by Edmonds,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne,, Indiana, on _____, the _____ day of
_____, 19_____, at _____ o'clock
_____, M., E.S.T.

DATED: 4-12-94 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds,
and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG				<u>✓</u>
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 4-26-94 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nancy E. Schaff, Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S. 29-94
on the 26th day of April, 1994

ATTEST:

Sandra E. Kennedy (SEAL)
SANDRA E. KENNEDY, CITY CLERK Don J. Schmitter
Nancy E. Schaff, Deputy Clerk PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 27th day of April, 1994,
at the hour of 3:00 o'clock P., M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK
Nancy E. Schaff, Deputy Clerk
Approved and signed by me this 29th day of April,
1994, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 723

January 1, 1993 through December 31, 1995

Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
ARTICLE I		
Section 1	Agreement	1
Section 2	Duration	1
Section 3	Prior Agreement	1
Section 4	Gender	1
ARTICLE II	UNION RECOGNITION	
Section 1	Recognition	1
Section 2	Harmony Clause	2
Section 3	Union Activity	2
Section 4	Collection of Union Dues	2
Section 5	Union Security	2
ARTICLE III	NON-DISCRIMINATION AND NO STRIKE	
Section 1	Non-discrimination	5
Section 2	No Strike	5
ARTICLE IV	MANAGEMENT RIGHTS	
Section 1	Management Rights	5
Section 2	Work Rules	6
Section 3	Subcontracting	6
ARTICLE V	REPRESENTATION	
Section 1	Lost-Time Negotiations	7
Section 2	Meetings	7
Section 3	Notices	7
Section 4	Bulletin Boards	8
Section 5	Inspection	8
Section 6	Officers	8
Section 7	Union Stewards	8
Section 8	Leaves for Union Business	9
ARTICLE VI	GRIEVANCE PROCEDURE	
Section 1	Definition	9
Section 2	First Step	10
Section 3	Second Step	10
Section 4	Third Step	10
Section 5	Fourth Step	11
Section 6	Union Representation	11
Section 7	Time Limitations	11
Section 8	Time Limits	11

Contents - continued

ARTICLE VII	ARBITRATION	
Section 1	Panel of Arbitrators	11
Section 2	Proceedings	12
Section 3	Cost	12
Section 4	Decision	12
Section 5	Arbitrator's Authority	12
ARTICLE VIII	WAGES, HOURS AND CONDITIONS	
Section 1	Normal Workday/Workweek	12
Section 2	Rest Periods	14
Section 3	Equipment Return Time	14
Section 4	Overtime and Compensatory Time Off	14
Section 5	Time Clocks	15
Section 6	Call-in and Report-in Time	16
Section 7	Emergency Work	16
Section 8	Work Curtailment Vacancies	16
Section 9	Paid Holidays	17
Section 10	Job Classifications	18
Section 11	Retirement	18
Section 12	Discharge and Disciplinary Layoffs	18
Section 13	Health and Safety	19
Section 14	Physical Requirements	19
Section 15	Inclement Weather	19
Section 16	Tools	20
Section 17	Commercial Driver's License	20
ARTICLE IX	SENIORITY AND TERMINATION	
Section 1	Definition	21
Section 2	Accumulation of Seniority	21
Section 3	Termination	23
Section 4	Transfer	23
ARTICLE X	LAYOFF AND RECALL	
Section 1	Layoff	24
Section 2	Recall	25
ARTICLE XI	VACANCIES AND PROMOTIONS	
Section 1	Vacancies	25
Section 2	Eligibility	27
Section 3	Filling Job Vacancies	27
Section 4	Qualifying Time	27
Section 5	Vacancies Outside the Bargaining Unit	28
Section 6	Vacancies Outside the Parks & Recr. Dept.	28
ARTICLE XII	SICK & ACCIDENT LEAVE	
Section 1	Sick Leave Accrual	29
Section 2	Sick Leave Accumulation	29
Section 3	Explanation of Illness	29
Section 4	Monetary Credit	29
Section 5	Occupational Disease & Injury Leave	30

Contents - continued

ARTICLE XIII	INSURANCE	
Section 1	Insurance Benefit	32
Section 2	Life Insurance	32
Section 3	Retirees' Insurance	32
ARTICLE XIV	FUNERAL LEAVE	
Section 1	Immediate Family	32
Section 2	Other Relatives	33
Section 3	Without Pay	33
ARTICLE XV	JURY DUTY LEAVE	
Section 1	Eligibility and Payment	33
ARTICLE XVI	MILITARY LEAVE.	
Section 1	Military Duty	34
Section 2	Military Leave	34
Section 3	Military Pay	34
ARTICLE XVII	MISCELLANEOUS	
Section 1	Eligibility and Extension	34
Section 2	Seniority While On Leave	35
ARTICLE XVIII	VACATION LEAVE	
Section 1	Vacation Time Granted	35
Section 2	Employees on Leave	35
Section 3	Requested Time of Vacation	35
Section 4	Holiday During Vacation	36
Section 5	No Cash Payment or Carryover	36
Section 6	Vacation at Termination	37
ARTICLE XIX	PERSONAL TIME	
Section 1	Personal Time Allowed	37
ARTICLE XX	SEPARABILITY CLAUSE	
Section 1	Enforcement of Agreement	38
ARTICLE XXI	SUCCESSOR CLAUSE	
Section 1		38
Section 2		38
ARTICLE XXII	WITNESSETH	39
WAGE SCHEDULES	A, B, and C	40

ARTICLE I

Section 1. Agreement: The City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and The International Brotherhood of Electrical Workers Local 723, hereinafter referred to as the Union, as registered by the Secretary of the State of Indiana, entered into this Agreement dated January 1, 1994.

Section 2. Duration: This Agreement shall remain in full force and effect from January 1, 1994 thru December 31, 1995, and thereafter shall automatically renew itself for periods of one (1) year, dating to and from the anniversary of the day upon which it might first have been terminated, unless either party gives the other party not less than sixty (60) days notice by registered mail, before any termination date, of its intention to change, alter, modify, or cancel this Agreement.

Section 3. Prior Agreement: This Agreement supersedes all prior agreements between the Employer and the Union with respect to wages, rate of pay, hours of employment and all other conditions of employment. All prior agreements shall be void and of no force and effect.

Section 4. Gender: Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

ARTICLE II - UNION RECOGNITION

Section 1. Recognition: The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Department of Parks and Recreation, except those

employees as listed herein: Administrators, Supervisors, Clerical, Park Police and those employees of the Recreation Department who perform more than 50 percent of their duties in recreational activities, with respect to wages, rate of pay, hours of employment, and other conditions of employment.

Section 2. Harmony Clause: The Employer and the Union will strive at all times to promote harmony and efficiency to the end that the public, the Parks and Recreation Department, and the Union will be benefitted.

Section 3. Union Activity: The Union agrees that there shall be no interruption or suspension of work for the solicitation of membership, dues or other Union activities during working hours. The Union further agrees that it shall not hold or authorize any kind of a meeting or election on Parks and Recreation Department premises without prior approval from the Director of Parks and Recreation.

Section 4. Collection of Union Dues: The Employer agrees, upon written authorization, to deduct from such member's first pay ending of each month the amount of Union membership dues and/or initiation fee, and to remit the same to the Union, during the life of this Agreement.

Section 5. Union Security: It is agreed between the parties hereto that all employees shall become members of the Union as a condition of employment hereunder on the thirty-first day after the execution of this Agreement. In lieu of membership in the Union, employees shall pay an agency shop fee as determined by the Union.

A. New employees shall make arrangements with the Union for membership therein on or immediately after thirty-one (31) days of employment. After becoming a Union member, the employee will continue such membership in good standing as a condition of employment under this Agreement.

B. Position of Golf Pro-Greenskeeper or Supervisor C-Greenskeeper shall, by the nature of skills and knowledge needed, be considered professional positions and shall be exempt from future attempts to have them included in this bargaining unit for the life of this contract.

C. All seasonal maintenance employees, except as delineated in Paragraph D below, shall be considered part of the bargaining unit. After a period of ninety (90) days, seasonal employees covered by this Agreement shall be required to pay Union dues. In lieu of membership in the Union, the aforesaid obligation shall be satisfied by paying to the Union an amount equal to the regular membership fee. The City shall provide the Union with bi-weekly seasonal employee status reports and monthly payroll runs.

D. All future employees of the Zoo who perform functions of caring for the animals, selling tickets, etc. (i.e., seasonal employees of the Zoo,) shall remain as non-union positions and the Union waives all future claims to represent said employees for the life of the contract.

E. The Employer shall notify the Business Manager of the Union of the date of employment and classification of each new employee and shall include with each new employee's benefit

material a Union-provided dues deduction authorization, Union membership application, and letter of instruction.

F. The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

G. If an employee fails to comply with the preceding provisions, the Union shall advise him by certified letter (with a copy to the Personnel/Labor Relations Director) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the City to terminate his employment.

If the employee has not complied by the end of the period, the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other benefits established by this Agreement.

H. Seasonal employees shall not be eligible for any fringe benefits under this Agreement until completion of seven (7) months of continuous employment with the City. At such time employee shall begin to accrue benefits from that seven (7) month date. Such employees shall be paid rates as established by management as long as such rates do not exceed the lowest rate paid in the wage schedule attached.

ARTICLE III - NON-DISCRIMINATION AND NO STRIKE

Section 1. Non-discrimination: It is understood that neither the Employer nor the Union will discriminate against any employee because of participation in activities on behalf of the Union; or because of race, creed, color, national origin, religion, sex, age, handicap or political affiliation. It is further agreed that any violation of Title VII of the 1964 Civil Rights Act, as amended, as well as the Equal Pay Act of 1963, Executive Order 11245 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. Any conflict between the provisions of this Agreement and the requirements of the Americans with Disabilities Act shall be resolved in favor of the Act.

Section 2. No-strike: The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute during the term of this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Management Rights: Except as otherwise specifically provided in this Agreement, the Union recognizes that the Employer has jurisdiction over all matters concerning the management of the department, including but not limited to the right to employ, transfer, promote and demote; to set physical

qualifications, discipline, suspend, or discharge for proper cause; to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reason; to assign work and the number of hours worked including overtime work; to set rules for the conduct of employees and operation of the Parks and Recreation Department recognizing that all employees are to be treated with equality and justice.

Section 2. Work Rules: The Union shall be notified of the establishment of fair work rules, which shall be posted, and shall also be notified of any changes prior to implementation. Disputes arising from the establishment and change of these rules shall be subject to the Grievance and Arbitration Procedure of this Agreement.

Section 3. Subcontracting: Management shall have the right to subcontract work out so long as the following provisions are complied with:

1. No regular bargaining unit employees who are affected by any decision to contract work out will be offered less than 40 hours per week.

2. No regular bargaining unit employees who are affected by any decision to contract work out shall suffer a loss in pay or wage rate.

3. No regular bargaining unit employees who are affected by any decision to contract work out shall change their reporting location without mutual consent being received from the affected employee and supervisor.

4. To the purpose of pay, employees affected by decisions to contract work out will be treated as employees involved in Temporary Assignments. Such temporary assignment designation shall continue until the subcontracted project has been completed. (Said designation shall follow the objectives of Article XI, Section 1.D.)

5. No regular bargaining unit employees who are affected by any decisions to contract work out shall be laid off.

6. During the period of Temporary Assignment, the affected employee(s) may bid on posted positions or may wait for the subcontracted position to re-open.

7. No regular bargaining unit employees who are affected by any decision to contract work out shall lose their job classification.

ARTICLE V - REPRESENTATION

Section 1. Lost Time-Negotiations: The Employer will pay lost time for not more than four (4) employees representing the Union in negotiations or for preparation thereof on the day of negotiations.

Section 2. Meetings: Union representatives shall meet with the Management Committee as needed. Union representatives shall suffer no loss of pay for attending such meetings during working hours.

Section 3. Notices: Notices to the Union, as required by this Agreement, shall be in writing and directed to the Business Manager, except as otherwise specifically provided in this

Agreement.

Section 4. Bulletin Boards: The Employer agrees to furnish to the Union, space on bulletin boards which shall be used exclusively for Union notices. Such bulletin boards shall be located in conspicuous places satisfactory to the Employer and the Union. All such notices as posted by the Union shall be signed by an authorized Union representative.

Section 5. Inspection: Any official representative of the Union shall have access to Park maintenance shop and work areas at all reasonable hours, upon notification to the Parks and Recreation Department staff, for the purpose of investigating working conditions. The investigations shall not interfere with the operations of the Department.

Section 6. Officers: The Union shall notify the Director of Personnel/Labor Relations and the Director of Parks and Recreation, in writing, within ten (10) days of election, of the names of its officers, and Chairman and members of the Bargaining Committee, including the assigned division of each officer or committeeman.

Section 7. Union Stewards: The Employer recognizes the right of the Union to designate stewards. The authority of stewards so designated shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

B. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers,

provided such information and messages have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

Section 8. Leaves for Union Business:

A. Any employee who resigns to accept as primary employment a full-time paid position in Local 723 shall, at the expiration of the term in office, be reinstated to his former position including all seniority time and rights, provided he is qualified and able to perform the work. It is understood that in case of return of such an employee, other employees below him on the seniority list will be demoted if necessary. In computing seniority, time served as a representative of the Local Union shall be considered as time worked for the Parks Department.

B. Employees called to transact Union Business not in conflict with City interests which requires them to be absent from duty with the Parks Department shall, upon twenty-four hours notice to the Superintendent of Parks and with proper permission, be granted the necessary time off without pay.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation or interpretation of any provision of this Agreement. All grievances shall be submitted in writing and shall contain a clear, concise statement

of the alleged violation and redress sought, refer to the Contract provision allegedly violated, and identify and be signed by the aggrieved employee(s) and Union steward.

Section 2. First Step: All grievances shall be first discussed by the aggrieved employee and a steward with the immediate supervisor. The immediate supervisor will provide a written answer within three (3) working days.

Section 3. Second Step: If the grievance is not satisfactorily adjusted under the provisions of Section 2, the Union, through its designated representative, may appeal the decision to the Director of Parks and Recreation or his designated representative within five (5) working days of the date of the supervisor's answer. Upon presentation of the grievance to this level, the Director of Parks and Recreation or his representative shall arrange a meeting within five (5) working days with the Union, and forward to the Union his written answer based upon the meeting and discussion therein within five (5) working days after said meeting.

Section 4. Third Step: If no satisfactory settlement is reached in the provisions of Section 3, the Union shall forward the grievance, within five (5) working days to the Director of Personnel/Labor Relations. The Director of Personnel/Labor Relations will arrange to meet with the Union within five (5) working days after receipt of such grievance. Within five (5) working days following, the Director of Personnel/Labor Relations will render his decision, incorporating the detailed position of

the Employer in respect to the grievance.

Section 5. Fourth Step: Only grievances which resulted from an alleged violation of the provisions of this Contract which the parties are unable to settle by the use of the grievance procedure contained herein may be submitted to arbitration.

Section 6. Union Representation: Once a grievance has been presented by the Union to the Director of Parks and Recreation, representatives of the Parks and Recreation Department staff shall not discuss the grievance with the aggrieved employee or employees without the employee or employees being told of his right to have an authorized Union representative present.

Section 7. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

Section 8. Time Limits: The Union must file a grievance within nineteen (19) calendar days of the occurrence of the event causing the grievance, to be eligible for handling under the Grievance and Arbitration procedure of the Agreement.

ARTICLE VII - ARBITRATION

Section 1. Panel of Arbitrators: The parties will request a panel of arbitrators from the Federal Mediation and Conciliation

Service. Upon receipt of such panel, the parties shall strike the names alternately until one name remains, who shall be deemed the arbitrator by mutual agreement of the parties. First choice shall be determined by flip of coin. The arbitrator shall proceed forthwith to examine into, and make determination of the matters in dispute.

Section 2. Proceedings: All proceedings under this Section shall be started and carried to conclusion as expeditiously as possible.

Section 3. Cost: Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceedings mutually agreed to in advance shall be borne equally by the Employer and the Union.

Section 4. Decision: The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.

Section 5. Arbitrator's Authority: The arbitrator shall not have the authority to add to, subtract from, or modify any provision of this Agreement nor to rule on any questions except the ones submitted for arbitration.

ARTICLE VIII - WAGES, HOURS AND CONDITIONS

Section 1. Normal Workday/Workweek: Eight (8) consecutive hours shall constitute a normal day's work scheduled between the hours of 6 a.m. and 4 p.m., with a twenty (20) minute paid lunch

period to be taken at the work site, on each of five (5) consecutive days scheduled Monday to Friday, Tuesday to Saturday, or Sunday to Thursday, inclusive.

Non-consecutive Days of Work: Regular employees may be scheduled non-consecutive days of work in a week as follows: Two (2) employees for the months of April through November in the Greenhouse; three (3) employees for the months of May through September on the Building Cleaning Routes; and two (2) employees year round in the Conservatory. Up to a total of eleven (11) seasonal employees may be added to the previously identified number of regular employees; two (2) seasonal employees in the Greenhouse, seven (7) on Building Cleaning Routes, and two (2) in the Conservatory. The City may also hire seven (7) seasonal employees for the golf courses, during the months March through November.

Shift Premium: A shift premium of twenty (20) cents per hour shall be paid for all hours worked, except overtime hours, between 5:00 p.m. and 6:00 a.m.

Lunch Period: Employees shall not leave the worksite with a private or City vehicle for the express purpose of obtaining a meal. If this policy is abused, the Employer shall notify the Union, and a discussion shall be held to implement joint measures to correct the abuse. In the event the corrective measures do not succeed, the Employer shall implement an unpaid lunch period of 30 minutes plus 15 minutes of paid travel time. The workday shall be adjusted accordingly. The Employer reserves the right to alter the normal working day or days when necessary, providing both affected

employees and the Union are notified at least forty-eight (48) hours before such work schedule becomes effective.

Section 2. Rest Periods: One (1) rest period, not to exceed fifteen (15) minutes shall be allowed during the mid-morning and one (1) in the mid-afternoon of each working day.

Section 3. Equipment Return Time: A maximum time of fifteen (15) minutes shall be allowed in any storage area for the purpose of returning equipment.

Section 4. Overtime and Compensatory Time Off: When overtime is necessary, it shall first be offered to the most senior qualified employee(s) in the classification(s) normally assigned to do the work. If no one is willing to work the overtime, it shall be assigned to the least senior qualified employee(s) in the work location involved.

An employee who refuses such assignment three (3) consecutive times shall be removed from the overtime call list. He may be reinstated by request, but will be removed if he refuses to work three consecutive times. An employee may also be removed from the call list by written request to the supervisor. Such request may be withdrawn at any time.

Qualified employees bypassed in error shall be compensated in the amount of time at the overtime rate acquired by the most senior person who worked.

Except as otherwise provided herein:

A. Employees shall receive compensatory time for all hours earned in excess of forty (40) hours per week, in lieu of over-time

pay. Compensatory time must be scheduled at least one day in advance unless an emergency exists as determined by the Department Head.

B. The maximum accumulation of compensatory time off shall not exceed two hundred forty (240) hours. Employees must reduce compensatory time to forty (40) hours by April 1 of the subsequent year. All overtime hours in excess of 240 accumulated hours shall be paid in cash. Payment for accrued compensatory time upon termination of an employee shall be calculated at the average rate of pay for the final three years of employment, or the employee's final regular rate, whichever is higher.

C. Compensatory time shall be computed as follows:

1. Double time for hours worked on a holiday, in addition to the holiday pay provided in Article VIII, Section 9.

2. Time and one-half for all hours worked in excess of forty hours in any seven (7) day work cycle.

In the event that City General Ordinance No. G-22-92 is repealed, compensatory time shall be computed as follows:

1. Time and one-half for all work performed in excess of eight hours per day or on the employee's first scheduled day off.

2. Double time for all work performed on holidays or on the employee's second scheduled day off.

3. Time and one-half for all hours credited in excess of forty (40) hours per week; however, no pyramiding of premium pay shall be permitted.

Section 5. Time Clocks: A. All employees for whom time

clocks are made available must check in and out on the clock regardless of the hours the employee works. All employees who will not be reporting to work must notify, by telephone, the Lawton Office or their immediate supervisor prior to the scheduled reporting time the day of the absence and each day thereafter unless arrangements are made with their supervisor.

B. Employees clocking in late or clocking out early shall be penalized by one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof he is late or leaves early.

C. Any employee who intentionally punches another employee's time card or intentionally gives false information to the Employer is subject to the following disciplinary action:

FIRST OCCURRENCE - Warning with one week layoff.

SECOND OCCURRENCE - Discharge.

Section 6. Call-in and Report-in Time: Any employee called to work or who reports to work at his normal working time, without prior notice not to report to work, shall be paid a minimum of four (4) hours pay. Any employee who leaves at his own request on a call-in shall be paid only for the time actually worked to the nearest one-tenth (1/10) of an hour.

Section 7. Emergency Work: An emergency may be declared only by the Mayor or the Director of Parks and Recreation, or designated representative. Any employee requested to work during any such declared emergency will report for work as soon as possible.

Section 8. Work Curtailment Vacancies: In the event of a reduction in a classification for lack of work within the

classification, wherein a regular employee's job is discontinued or a regular employee having lesser seniority is displaced by an employee with greater seniority, the affected employee shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to perform the job. Qualifications and training considered shall be those previously demonstrated by the employee while employed by the Parks and Recreation Department. Should the affected employee be unable to bump, Article X (Layoff and Recall) shall govern.

Section 9. Paid Holidays: A. Paid holidays are designated as follows:

- | | |
|--------------------------|------------------------------|
| 1. New Year's Day | 6. Veterans Day |
| 2. M. L. King's Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Friday after Thanksgiving |
| 4. Independence Day | 9. Christmas Eve Day |
| 5. Labor Day | 10. Christmas Day |

(For 1994 Only, President's Day shall remain as a Holiday)

B. Any holiday which falls on a Sunday shall be celebrated on the following Monday, except for employees who work other than Monday through Friday schedules. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday, except for employees who work other than Monday through Friday schedules. If the preceding Friday or the following Monday are also holidays, the weekend holiday shall be celebrated either on the preceding Thursday (if the holiday is on Saturday) or on the following Tuesday (if the holiday is on Sunday.) The intent of this

Paragraph is to allow employees to receive five days pay for four days work. Therefore, employees that have workweeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked as provided in Section 4 of this Article.

C. An employee must work or be on paid leave on the last scheduled working day before a holiday and on the next scheduled working day following a holiday to be eligible for holiday pay.

Section 10. Job Classifications: The Employer reserves the right to add or delete any job classification, provided that the Union is given fifteen (15) or more days notice in writing and discussion is held if requested by the Union, prior to the implementation of such change. Any addition or deletion shall be subject to the grievance and arbitration procedure in this Agreement.

Section 11. Retirement: The Employer and the Union will comply with the provisions of the Age Discrimination in Employment Act of 1979. All regular employees must participate in the Indiana Public Employee's Retirement Fund (PERF) in accordance with the rules set up by the Legislature and the Administrators of this fund. The City shall pay the employee portion of PERF contributions.

Section 12. Discipline and Discharge: The Employer shall not initiate disciplinary action against an employee after 19 calendar days from the date the incident occurred. The Employer agrees to

notify the Division Steward and Business Manager in writing of disciplinary layoff of less than eight (8) hours of any regular employee. The Employer agrees to notify the Division Steward and Business Manager before the discharge or disciplinary layoff of eight (8) hours or more of any regular employee.

Section 13. Health and Safety: The Employer shall take reasonable precautions to insure the health and safety of employees by providing necessary safety equipment. In the event prescription safety glasses as approved by the City's Safety Department have been broken on the job, the City will replace same for employee. The Parks and Recreation Department Safety Committee shall include one (1) representative to be appointed by mutual agreement of the Union and the Employer.

Section 14. Physical Requirements:

A. The Employer may require any employee to submit to a physical examination at any time to determine the fitness of such employee to perform his duties in a safe and satisfactory manner. If, in the opinion of the physician, such employee's physical condition is not compatible with the kind of work available, he shall not be permitted to work. Any intentional misrepresentation or concealment in regard to physical condition may be the basis for discharge.

B. Any required physical examination shall be at the expense of the Parks Department.

Section 15. Inclement Weather: The Employer agrees that when certain limits of precipitation, temperature, or wind velocity are

exceeded to the extent of causing extreme discomfort or causing undue safety hazards, outside work shall be suspended or modified whenever possible. The Director of Parks and Recreation or his/her designee shall be the sole judge of when work shall be suspended or modified because of inclement weather.

The Director shall instruct the department Safety Committee to study and recommend an appropriate "Working in Inclement Weather" policy for all operational areas within the department.

Section 16. Tools: The Employer will furnish special tools and protective equipment when these items are required in the work. If any or all of such Employer-owned equipment issued is lost or destroyed through an employee's fault or neglect, he shall pay the Employer for those items.

For Carpenters, Electricians, Masons, Mechanics, and Plumbers only, the Employer will furnish all equipment except the basic hand tools necessary for the performance of their duties without cost to the employees. Employees who are furnished tools will be held responsible for them.

Tool replacements will be made in accordance with the following: (a) Tools lost or stolen due to the employee's carelessness or neglect will be replaced at the employee's expense. (b) Tools that break or wear out will be replaced by the Employer upon presentation of the broken or worn out tools.

Section 17. Commercial Driver's License: The Parks Department shall pay for physical examinations, renewal costs, and lost time to obtain and maintain a CDL if the employee's current job requires such a license.

ARTICLE IX - SENIORITY AND TERMINATION

Section 1. Definition:

A. Regular Employee - One who works the year around on a full-time basis, and who has accumulated three (3) months service or more.

B. Seasonal Employee - One who works on a full-time basis, but only for the length of a particular season.

C. Part-time Employee - One who works less than one half the regular scheduled full-time hours per year and less than full-time basis and only for the length of time he may be needed.

D. Probationary Employee - A person who has less than three (3) months of continuous, accumulated service.

E. Service - Accumulated time of employment on a full-time basis by an employee of the Civil City or City Utilities of Fort Wayne. Service shall be used for length of vacations and eligibility for sick leave.

F. Seniority - For the purpose of this Agreement, seniority shall be based on the most recent date of hire as a regular employee by the Parks and Recreation Department, except that stewards, Bargaining Committee members, and Union officers shall have super seniority and be the last laid off in the event a layoff occurs. Seniority shall be used for layoff and recall, job bidding, promotion and choice of vacation.

Section 2. Accumulation of Seniority:

A. A probationary employee with less than three (3) months' service or seasonal employee with less than seven (7) months'

service has no seniority rights and his retention as an employee is entirely at the discretion of the Employer and not subject to reviewing under the Grievance Procedure.

B. A regular employee's seniority continues to accumulate throughout the time he is actively employed and working or on approved leave.

C. Part-time employees shall not be eligible for any fringe benefits with the exception of seniority based on hours paid and participation in PERF if minimum qualifications are met. NOTE: Regular employees who become part-time as a result of layoff shall receive benefits on a prorated basis, with the exception of insurance which shall be continued while employee is in a pay status.

D. A regular employee absent because of lack of work or non-occupational disease or injury shall accumulate seniority during such period of absence equal to his previously accumulated seniority, but not to exceed a maximum of two (2) years. A written statement from a licensed physician may be required to substantiate absence due to non-occupational disease or injury.

E. A regular employee on any paid leave shall accumulate seniority during the period of such paid leave.

F. A regular employee on military leave shall accumulate seniority and service for the duration of such leave.

G. Any employee shall lose his service time or seniority upon termination.

H. Seniority lists covering all employees will be prepared by

the Employer and sufficient copies thereof furnished to the Business Manager and Division Stewards every six (6) months. When two or more employees have the same seniority dates, the date of their application shall be used for seniority, first being oldest in seniority.

Section 3. Termination: Employees shall be terminated under the following conditions:

A. Failure to report for work for three (3) consecutive working days without proper notification.

B. After a regular employee's absence for a period of time equal to his previously accumulated seniority or two (2) years in accordance with Article IX, Section 2, Paragraph D.

C. Failure to report for work within three (3) working days after recall by the Employer following layoff as provided in Article X, Section 2.

D. Failure to report for work within three (3) working days from date an employee is released for work by the Employer's physician following an absence due to occupational disease or injury.

E. Overstaying a leave of absence.

F. Voluntarily resigning.

G. Being discharged for just cause.

H. Retiring.

I. Leaving the employ of the Employer by mutual agreement.

Section 4. Transfer: Any employee employed by the Fort Wayne Parks and Recreation Department who leaves the bargaining unit,

shall retain his accredited service from the first date of employment in the Parks Department. Seniority shall begin with the most recent date of employment in the bargaining unit. When the employee is reemployed in the bargaining unit and accumulates five years of continuous employment in the bargaining unit, the employee's previous bargaining unit seniority shall be bridged and there shall be added the five years of continuous seniority accumulated and he shall be placed in the appropriate place on the seniority list.

ARTICLE X - LAYOFF AND RECALL

Section 1. Layoff: Employees with less than one year of seniority may be subject to layoff. When employees are laid off for lack of work, they shall be laid off in the following order:

A. Seasonal employees shall be laid off first, with notice of at least five (5) working days to the employee and the Union.

B. Part-time employees shall then be laid off in inverse order of seniority, with notice of at least five (5) working days to the employee and the Union.

C. Regular employees shall then be laid off next in accordance with their seniority, with notice of at least ten (10) working days to the employee and the Union. Union officers, stewards, and Bargaining Committee members shall be laid off last and have top seniority for layoff. Any employee laid off shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to do the job.

Qualifications considered shall be those previously demonstrated by the employee in the employ of the Employer.

Section 2. Recall: When there is a recall following layoff, Union officers, stewards, Bargaining Committee members, regular employees shall be returned to work first in the inverse order from which they were laid off. Part-time employees shall then be recalled in like fashion. Seasonal employees shall then be recalled in any fashion. Any employee recalled shall be so notified by certified mail sent to his last known address. The Employer reserves the right to recall certain skilled employees, such as electricians, plumbers, and carpenters, out of seniority line provided specific agreement of the Union Business Manager is secured in each instance.

ARTICLE XI - VACANCIES AND PROMOTIONS

Section 1. Vacancies: A. Jobs vacated as a result of termination, promotion, reclassification, transfer or sickness shall be posted for a period of five (5) working days. All employees who wish to bid on posted jobs must do so in writing, deposit one copy in the designated bid box at Lawton Pavilion and submit one copy to the supervisor of the job posted. The bid box to be opened by a Union official. If no bids are received, or if no employee who bids is qualified, the management shall have the right to fill such vacancies by other means.

B. If a vacancy resulting from any of the above reasons is not to be filled, the Parks Department shall notify the Union

within ten (10) working days after the vacancy occurs. Job vacancies posted and bid shall be awarded within ten (10) working days of the end of the posting period.

C. Job vacancies of not more than thirty (30) days temporarily created by vacations, leaves of absence, sickness, injury or other similar causes shall be considered temporary vacancies and shall be filled without posting them and at the discretion of the employer. This time limit can be extended by mutual consent of the Union and the Employer.

D. Temporary job vacancies of more than thirty (30) days shall be filled by posting these jobs as temporary, and they shall be filled from within the bargaining unit. However, the vacancy need not be treated as temporary if there is an unchallenged medical certification which states that it is unlikely the employee will return to work.

E. Effective immediately after the Parks Department and the Union reach agreement on job descriptions which clarify when an employee is performing higher classification work, an employee who is assigned to perform work of a job classification which is higher than the job classification to which he is normally assigned shall receive the higher rate of pay after eight (8) hours on such assignment. Both parties agree to negotiate in good faith and complete the agreement on job descriptions as quickly as possible.

In the event an employee is assigned to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay.

F. Employees awarded a job bid shall, from the date of such successful bid, thereafter be restricted from bidding laterally for six (6) months, provided, however, they have not been bumped to a lower labor grade due to job elimination or reduction in force. If such reduction has occurred, employees shall be eligible to bid as often as possible until previously higher labor grade that was held has been reached, at which time normal time restriction of six (6) months shall again apply.

G. The Parks Department shall make a reasonable effort to post all City jobs that are opened within the City government. In addition, all City jobs are listed on the Jobline (427-1186,) which number can be reached 24 hours/day.

Section 2. Eligibility: Bargaining unit employees only are eligible to submit valid bids on posted jobs. Employees who are on vacation or paid leave of absence up to five (5) working days during the posted period are eligible to submit a bid on the next working day upon returning to work.

Section 3. Filling Job Vacancies: The employee bidding on a posted job with the greatest seniority in the total bargaining unit shall be given first preference in accordance with his qualifications and abilities to fill such posted job vacancy. Part-time employees shall not accrue seniority for purposes of job bid rights.

Section 4. Qualifying Time: An employee who is judged to be qualified for a particular job vacancy, and is the apparent successful bidder, shall be given ten (10) working days to prove

his qualifications on the job, subject to an extension period by mutual agreement of the Employer and Union. If, for any reason, he is not successful in proving his qualifications, he shall be returned to his previous job at the end of the ten (10) day period and the qualified bidder, if any, next in the seniority line shall be given ten (10) working days to prove his qualifications for this particular job. Any employee successfully bidding on a job vacancy and making satisfactory progress during his ten (10) day trial period shall be considered the new possessor of the job, and his pay shall be adjusted accordingly at the end of the ten (10) day trial period.

Section 5. Vacancies Outside the Bargaining Unit: The Employer shall have the right to transfer an employee, with the employee's full agreement, from within the bargaining unit to fill a job vacancy outside the bargaining unit without posting. The Employer shall have the right to temporarily place an employee from within the bargaining unit on a job outside the bargaining unit for training purposes, provided the Union through its Business Manager is given prior notice of such action.

Section 6. Vacancies Outside the Parks & Recreation Dept.: From the time an employee vacates a bargaining unit position to fill a vacancy with the City that is outside of the Parks & Recreation Department, the employee shall be allowed up to ten (10) working days to return to his/her previous job without any loss of seniority or benefits derived from this Agreement.

ARTICLE XII - SICK AND ACCIDENT LEAVES

Section 1. Sick Leave Accrual: Employees shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is actively employed, on any type of paid leave for any portion of the week. Such sick leave accrual begins on the first day of employment; however, probationary employees shall not be entitled to use it until completion of 90 days.

Employees who are on sick leave for a full, 40-hour workweek and do not have 40 hours of sick leave pay shall not accrue sick leave for that week. Employees who are in any other pay status for any portion of a workweek shall accrue sick time for that week.

Section 2. Accumulation: Sick leave shall be accumulated and carried over from year to year. Employees retiring because of physical disability shall be entitled to exhaust sick leave prior to effecting disability retirement.

Section 3. Explanation: Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of the nature of the illness to the Employer when requested. Where there is evidence of a pattern of sick leave abuse, the Employer shall have the right to require a medical certificate for any absences claimed as sick leave until such time as the pattern of abuse no longer exists. Sick pay will not be paid if such evidence is not furnished.

Section 4. Monetary Credit: Accrued sick time pay shall be granted to employees who retire under the terms of any of our

recognized retirement programs. These programs shall include the Public Employees' Retirement Fund and the Federal Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this Agreement immediately prior to retirement.

Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

(a) \$1.00 for each hour up to and including 520 hours.

(b) Twenty-five (25) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520.

In lieu of (b) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520. In the event of the retiree's death, any unused sick time benefit may be used by or paid to his/her designated beneficiary or, if no beneficiary has been designated, to the retiree's estate. Unused sick leave credit not used to purchase group health insurance may only be paid at twenty-five percent of hourly rate at time of retirement.

Section 5. Occupational Disease and Injury Leave: If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if

he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such an injury, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Worker's Compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and shall have sick leave hours used restored to him/her, up to an amount equal to the amount refunded by the employee. Furthermore, if the employee uses sick leave following, and including, the eighth (8th) day of such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Worker's Compensation laws and have sick leave hours used restored to him/her up to an amount equal to the amount refunded by the employee.

The employee shall be paid, in addition to those benefits provided under state Worker's Compensation laws, the difference between the employee's normal, after-tax, take-home pay and any such Worker's Compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally-financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provision.

ARTICLE XIII - INSURANCE

Section 1. The Employer agrees that the basic \$250 deductible group insurance benefits, as well as the long-term disability program, currently available to all bargaining unit employees, shall remain in full force and effect for the life of this Agreement at the following cost per month:

<u>Category</u>	<u>1993</u>	<u>1994</u>	<u>1995*</u>
Employee only	\$20.00	\$25.00	\$31.25
Employee + one	20.00	40.00	50.00
Employee + two or more	20.00	62.00	77.50

*If any other bargaining unit negotiates, or if non-union employees receive, lower co-payment rates for 1995, the 1995 rates set forth in this Agreement shall be modified to reflect any such lower rate(s).

Section 2. Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in the amount of five thousand dollars (\$5,000) at no cost to the employee for the rest of his life.

Section 3. Employees who retire under the terms of any of our recognized retirement programs with the minimum of five (5) years consecutive service shall be eligible to participate in the current retirees' group plan at the rate determined by the carrier.

ARTICLE XIV - FUNERAL LEAVE

Section 1. Immediate Family: Any regular employee shall receive up to three (3) consecutive working days with pay, not

extending beyond the day following the funeral, for the purpose of making arrangements for and attending the funeral of a close relative who is a member of the employee's household, or a person for whom the employee has been responsible. Close relatives are: parents, spouse, children, mother-in-law, father-in-law, brothers, sisters, grandparents, and grandchildren.

Section 2. Other Relatives: Any regular employee shall receive one (1) working day leave with pay for the purpose of attending the funeral of a half-brother, half-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent of spouse, aunt, uncle, niece or nephew by blood.

Section 3. Without Pay: Any regular employee may receive one (1) working day leave without pay for the purpose of acting as a pallbearer or attending the funeral of a relative not covered in Sections 1 and 2. This provision does not restrict an employee from using a vacation day, personal day, or compensatory time for such express purpose; however, any request for such leave shall be handled on an individual basis by the Superintendent.

ARTICLE XV - JURY DUTY LEAVE

Section 1. Eligibility and Payment: Any regular employee shall be given a leave of absence for required jury duty. Such employee, upon presentation of acceptable evidence of jury time and payment thereof, shall be paid the difference between his regular straight time wages and the jury duty payment. In addition, when subpoenaed as a witness, the same payment shall apply except that

subpoenas due to secondary employment would not apply.

ARTICLE XVI - MILITARY LEAVE

Section 1. Military Duty: Regular employees covered by this Agreement who serve this Country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

Section 2. Military Leave: All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

Section 3. Military Pay: All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year, pursuant to proper orders issued by the appropriate military authority.

ARTICLE XVII - MISCELLANEOUS LEAVES

Section 1. Eligibility and Extension: Any regular employee with one (1) year or more service may be granted an unpaid leave up to thirty (30) calendar days with written approval of the Director of Parks and Recreation for purposes other than those specifically mentioned herein, except working at another job. Such unpaid leave may be extended to six (6) calendar months with the written

approval of the Director of Personnel/Labor Relations.

Section 2. Seniority While on Leave: Any eligible employee shall accumulate seniority while on such approved leave.

ARTICLE XVIII - VACATION

Section 1. An employee shall receive two (2) weeks vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year.

A. Vacation Schedule:

One (1), but less than six (6) years of service	Two Weeks (80 Hours)
Six (6), but less than fifteen (15) years of service	Three Weeks (120 Hours)
Fifteen (15), but less than twenty (20) years of service	Four Weeks (160 Hours)
Over twenty (20) years of service	Five Weeks (200 Hours)

B. One week's vacation may be taken one day at a time, provided request for such time off is given 24 hours in advance, and seniority will be used to grant such requests, keeping in mind the workload needs of the Department.

Section 2: Employees on unpaid leave of thirty (30) calendar days or more shall not earn vacation during the period of time on such leave.

Section 3. Requested Time of Vacation: Subject to the

requirements of the work, the Employer shall grant individual vacation leave requests with respect to time in accordance with seniority, with the following exceptions: (a) The Christmas holiday season as determined by the City shall be posted by January 31 of the year in which the holiday season occurs. A maximum of five days vacation may be assigned during the Christmas holiday season, which begins within two days of the 24th of December. If any employees are not required to take their vacation during this period, they shall be given that choice by virtue of seniority, oldest having first choice and so on to the least senior employee having last choice. Any work performed during this holiday season, which is under the jurisdiction of the bargaining unit, shall be performed by bargaining unit employees. (b) Until an employee reaches twenty (20) years of service, he shall be restricted to one week's vacation time between April through September. At the twenty-year level, an additional week may be granted during this period.

Section 4. Holiday During Vacation: When a paid holiday falls within an employee's approved vacation period, he shall be granted one (1) extra paid vacation day for such holiday.

Section 5. No Cash Payment or Carryover: Vacation leave must be taken during the calendar year in which it was granted. An employee cannot receive a cash payment in lieu of vacation, nor accumulate vacation time from one year to the next. An employee previously ill or off because of an occupational injury will not lose his vacation time and time can be carried into the new year

and will be scheduled as soon as possible.

Section 6. Vacation at Termination: An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive, WITH HIS FINAL CHECK, VACATION PAY DUE for the contract year in which he is laid off or terminated on a prorated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XIX - PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, during 1994, employees shall receive five (5) days personal time, commencing with the completion of one (1) year of service. Also during 1994, employees with five (5) years or more of service shall receive six (6) personal days. During 1995 and thereafter, employees shall receive six (6) days personal time each calendar year, commencing with the completion of one (1) year of service. Also during 1995 and thereafter, employees with five (5) years or more of service shall receive seven (7) personal days each year.

A new employee is entitled to one (1) personal day for each

three-month period worked, from date of hire to completion of one (1) year of service. In no case will a new employee receive more than four personal days during his/her first, full calendar year of employment.

Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. The employee will advise the Employer in advance of the absences. Personal time may be taken in four (4) hour increments.

ARTICLE XX - SEPARABILITY CLAUSE

Section 1. Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion involved and shall not invalidate the remaining portions of this Agreement.

ARTICLE XXI - SUCCESSOR CLAUSE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees, and shall be unaffected by any reorganization, reclassification, merger, or any other change in the legal status of the Department of Parks and Recreation of the City of Fort Wayne.

Section 2. The work historically performed by members of the bargaining unit described in this agreement, shall remain in the jurisdiction of the bargaining unit on all property owned and operated by the Department of Parks and Recreation.

ARTICLE XXII - WITNESSETH

It is agreed by and between the City of Fort Wayne, Indiana, and the International Brotherhood of Electrical Workers Local 723 that this document, including attached supplements, shall constitute and be the entire Agreement between the parties in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any negotiable issues or subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

FOR THE CITY:

FOR THE UNION:

Paul Helmke
Mayor

Darrell W. Bemis, Business
Manager-Financial Secretary

Joe Ruffolo, President
Board of Park Commissioners

Ronald M. Bame
Business Representative

Robert C. Arnold, Director
Parks & Recreation Department

J. Timothy McCaulay
City Attorney

F. Nelson Peters, IV, Director
Human Resources Department

IBEW Local 723 - Parks & Recreation Department
Wage Schedule A - Effective January 1, 1993

Effective January 1, 1990 and continuing for the life of this agreement, the City shall pay the employee's portion of PERF contributions. Hourly wage rates for the bargaining unit employees shall be as follows:

TITLE	L/G	First 12 Months	Over 12 Months
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Area Maintenance)	9	\$ 9.820	\$ 10.978
Drafting/Engineering Technician	9	"	"
Security Electrician	9	"	"
Park Person A	9	"	"
Carpenter	8	9.021	10.179
Draftsperson	8	"	"
Electrician	8	"	"
Fleet Mechanic	8	"	"
Greenhouse Gardener	8	"	"
Grounds Maintenance A	8	"	"
Heavy Equipment Operator	8	"	"
High-Range Operator	8	"	"
Landscape Gardener	8	"	"
Mason-Carpenter	8	"	"
Painter	8	"	"
Plumber	8	"	"
Small Motor Mechanic	8	"	"
Welder	8	"	"
General Construction	7	8.784	9.942
Gardener	7	"	"
Painter B	7	"	"
Plumber B	7	"	"
Recreation Stock Person	7	"	"
Special Equipment Operator (Heavy Equipment-Street, Tree)	7	"	"
Ball Diamond Person	6	8.408	9.567
Garbage Truck Operator	6	"	"
Grounds Equipment Operator	6	"	"
Grounds Maintenance B	6	"	"
Maintenance Person B	6	"	"
Mechanic Helper	6	"	"
Park Person C	6	"	"
Recreation Leader A, Sr. Ctr.	6	"	"
Relief Person	6	"	"

1993 Wage Schedule - Continued

TITLE	L/G	First 12 Months	Over 12 Months
		\$	\$
Gardener Helper	5	8.079	9.237
Greenhouse Helper	5	"	"
Park Helper	5	"	"
Stockroom Helper	5	"	"
Tree Crew Helper	5	"	"

Part-time & Seasonal Employees; one through five years' service:

1st year =	4.05	hour
2nd year =	4.17	hour
3rd year =	4.34	hour
4th year =	4.44	hour
5th year =	4.61	hour

IBEW Local 723 - Parks & Recreation Department

Wage Schedule B - Effective January 1, 1994

Effective January 1, 1994, hourly wage rates for bargaining unit employees shall be increased 7.0% above 1992 rates, and shall be as follows:

TITLE	L/G	First 12 Months	Over 12 Months
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Area Maintenance)	9	\$ 10.507	\$ 11.746
Drafting/Engineering Technician	9	"	"
Security Electrician	9	"	"
Park Person A	9	"	"
Carpenter	8	9.652	10.892
Draftsperson	8	"	"
Electrician	8	"	"
Fleet Mechanic	8	"	"
Greenhouse Gardener	8	"	"
Grounds Maintenance A	8	"	"
Heavy Equipment Operator	8	"	"
High-Range Operator	8	"	"
Landscape Gardener	8	"	"
Mason-Carpenter	8	"	"
Painter	8	"	"
Plumber	8	"	"
Small Motor Mechanic	8	"	"
Welder	8	"	"
General Construction	7	9.399	10.638
Gardener	7	"	"
Painter B	7	"	"
Plumber B	7	"	"
Recreation Stock Person	7	"	"
Special Equipment Operator (Heavy Equipment-Street, Tree)	7	"	"
Ball Diamond Person	6	8.997	10.237
Garbage Truck Operator	6	"	"
Grounds Equipment Operator	6	"	"
Grounds Maintenance B	6	"	"
Maintenance Person B	6	"	"
Mechanic Helper	6	"	"
Park Person C	6	"	"
Recreation Leader A, Sr. Ctr.	6	"	"
Relief Person	6	"	"

1994 Wage Schedule - Continued

TITLE	L/G	First 12 Months	Over 12 Months
		\$	\$
Gardener Helper	5	8.645	9.884
Greenhouse Helper	5	"	"
Park Helper	5	"	"
Stockroom Helper	5	"	"
Tree Crew Helper	5	"	"

7.0% Seasonal increase effective 1-1-94.

Part-time & Seasonal Employees; one through five years' service:

1st year =	4.33	hour
2nd year =	4.46	hour
3rd year =	4.64	hour
4th year =	4.75	hour
5th year =	4.93	hour

IBEW Local 723 - Parks & Recreation Department

Wage Schedule C - Effective January 1, 1995

Effective January 1, 1995, hourly wage rates for bargaining unit employees shall be increased 3.5% above 1994 rates, in addition, Labor Grades 9 & 8 shall be increased \$.20/hour, Grades 7 shall be increased \$.10/hour, and Labor Grades 6 & 5 shall be increased \$.07/hour.

TITLE	L/G	First 12 Months	Over 12 Months
Working Leader (Heavy Equipment, Street Tree, Zoo, Garage, Area Maintenance)	9	\$ 11.075	\$ 12.357
Drafting/Engineering Technician	9	"	"
Security Electrician	9	"	"
Park Person A	9	"	"
Carpenter	8	10.190	11.473
Draftsperson	8	"	"
Electrician	8	"	"
Fleet Mechanic	8	"	"
Greenhouse Gardener	8	"	"
Grounds Maintenance A	8	"	"
Heavy Equipment Operator	8	"	"
High-Range Operator	8	"	"
Landscape Gardener	8	"	"
Mason-Carpenter	8	"	"
Painter	8	"	"
Plumber	8	"	"
Small Motor Mechanic	8	"	"
Welder	8	"	"
General Construction	7	9.828	11.110
Gardener	7	"	"
Painter B	7	"	"
Plumber B	7	"	"
Recreation Stock Person	7	"	"
Special Equipment Operator (Heavy Equipment-Street, Tree)	7	"	"
Ball Diamond Person	6	9.382	10.665
Garbage Truck Operator	6	"	"
Grounds Equipment Operator	6	"	"
Grounds Maintenance B	6	"	"
Maintenance Person B	6	"	"
Mechanic Helper	6	"	"
Park Person C	6	"	"
Recreation Leader A, Sr. Ctr.	6	"	"
Relief Person	6	"	"

1995 Wage Schedule - Continued

TITLE	L/G	First 12 Months	Over 12 Months
		\$	\$
Gardener Helper	5	9.018	10.300
Greenhouse Helper	5	"	"
Park Helper	5	"	"
Stockroom Helper	5	"	"
Tree Crew Helper	5	"	"

3.5% Seasonal increase effective 1-1-95.

Part-time & Seasonal Employees; one through five years' service:

1st year =	4.48	hour
2nd year =	4.62	hour
3rd year =	4.80	hour
4th year =	4.92	hour
5th year =	5.10	hour

LETTER OF AGREEMENT between
THE CITY OF FORT WAYNE and
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 723

March 14, 1994

Insurance Open Enrollment

It is hereby agreed by and between the City of Fort Wayne and the International Brotherhood of Electrical Workers Local 723 that the City will hold a thirty- (30) day open enrollment period for bargaining unit employees to select a group health insurance plan, upon ratification by the Union of the 1994/95 Agreement. The enrollment period shall begin the day following Common Council passage of an ordinance approving the referenced Agreement.

FOR THE CITY:

FOR THE UNION:

J. Timothy McCaulay
City Attorney

Darrell W. Bemis, Business
Manager-Financial Secretary

F. Nelson Peters, IV, Director
Human Resources Department

Ronald M. Bame
Business Representative



The City of Fort Wayne

Paul Helmke, Mayor

24-Hour Job Line (219) 427-1186
Benefits Administration (219) 427-1198
EEO/Affirmative Action (219) 427-1180
Labor Relations (219) 427-1180
Payroll (219) 427-1292
Personnel (219) 427-1180
TDD (219) 427-1180
FAX (219) 427-1393

Department of Human Resources
Room 380

M E M O R A N D U M

To: Members of the Ft. Wayne City Common Council

From: Nelson Peters, Director of Human Resources

Subject: IBEW Contract

Date: March 21, 1994

J-94-04-20

On Thursday, March 17, 1994, a new contract was ratified by the membership of the International Brotherhood of Electrical Workers, Local 723. This contract represents eighteen (18) months of negotiations and will serve for the years 1993, 1994, and 1995.

In maintaining the City's desire to establish parity among workers you will find several things worth noting; 1) Holidays have been reduced to ten (10) beginning in 1995, 2) Insurance co-payments have been increased from twenty dollars (\$20.00) per month for all employees to a sliding scale (depending on the number of family members covered) commensurate with those rates paid by other city employees, 3) Personal days increased to five (5) personal days beginning in 1995, 4) No increase for 1993, a wage increase of seven percent (7%) for 1994, and three and one half percent (3.5%) for 1995. Other details may be reviewed in the attached digest sheet.

I hope you find this agreement satisfactory. Should you have any questions regarding this contract, please feel free to call.

cc: Mayor Paul Helmke
Greg Purcell
Robert Arnold
Tim McCaulay

Enclosures

BILL NO. S-94-04-20

REPORT OF THE COMMITTEE ON
FINANCE
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ ^{XXXXXXXXXXXX} of the Common Council
fixing, establishing and ratifying compensation for certain City employees
of the City of Fort Wayne, Indiana, represented by the INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 723

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Janet Bradbury

Sam Talarico

Q. B. L.

Celeste L. L.

Mike G.

Cletus R. Edmonds

DATED: *4-26-94.*

Sandra E. Kennedy
City Clerk